



**NATIONAL SOCIAL SECURITY FUND
P.O BOX 30599 – 00100
NAIROBI.**

REQUEST FOR PROPOSALS (RFP)

RFP NO. 10/2018-2019

**SELECTION OF A CONSULTANCY FIRM TO CARRY
OUT CORRUPTION PERCEPTION SURVEY**

FEBRUARY, 2019

National Social Security Fund

P.O. Box 30599 – 00100, Nairobi, Kenya **Tel:** (020) 2729911, 27210552

Email: info@nssfkenya.co.ke **Website:** www.nssf.or.ke

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SECTION I - LETTER OF INVITATION

The National Social Security Fund (NSSF) invites eligible and competent Consultancy Firms to submit proposals for Corruption Perception Survey Consultancy Services as detailed herein this RFP document

Tender documents detailing the requirements may be obtained from Procurement Office, NSSF Building, Block A, Western Wing, 9th Floor, along Bishops Road, Nairobi upon payment of Kenya Shillings One Thousand (Kes 1,000/=) non-refundable fee at the Cash Office on Podium Floor, Western Wing, Block 'A' Social Security House – Nairobi. Alternatively, the documents may be downloaded from the website www.nssf.or.ke or <http://supplier.treasury.go.ke> **free of charge**. Interested bidders who download the documents should send their particulars immediately through email procurement@nssfkenya.co.ke for registration purposes before the tender closing date. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Tender documents shall be accompanied by the **Mandatory** requirements as detailed in the respective tender documents for preliminary evaluation. Interested bidders are therefore advised to inspect the tender documents and acquaint themselves with the stated mandatory and technical requirements.

Completed tender documents in plain sealed outer envelope enclosing separately sealed envelopes of **Technical Proposal** (“**Original**” and “**Copy**”) and **Financial Proposal** (“**Original**” and “**Copy**”) clearly marked **RFP No. 10/2018-2019 and Proposal Description** as per instructions in the tender documents and addressed to:-

The Managing Trustee
National Social Security Fund
P O Box 30599-00100
NAIROBI

Should be deposited in the Tender Box on 2nd Floor Block A, Western Wing, Social Security House, Nairobi **on or before 11:00 A.M. on 27th February, 2019**

Tenders will be opened immediately thereafter on 4th floor, Seminar Room, Social Security House, Block A, Western Wing – Nairobi in the presence of bidder or bidders representatives who chose to attend.

The NSSF reserves the right to accept or reject any application either in whole or in part.

SECTION II: INFORMATION TO CONSULTANTS

2.1 Introduction

- 2.1.1 The NSSF will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix "ITC" for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the NSSF intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees as stated in their submitted priced financial proposal. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the NSSF regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix "ITC" to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix "ITC", assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the NSSF are not reimbursable as a direct cost of the assignment; and (ii) the NSSF is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall be Kshs.1, 000/= (One thousand shillings) or the documents may be downloaded from the website www.nssf.or.ke free of charge. Interested consultants who download the document should send their particulars immediately through e-mail tender@nssfkenya.co.ke for registration purposes before the tender closing date.
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the NSSF's address indicated in the Appendix "ITC". The NSSF will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the NSSF may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The NSSF may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
 - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
 - (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the NSSF.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The NSSF will make his best effort to complete negotiations within this period. If the NSSF wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (**Technical Proposal and Financial Proposal**) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorised to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the NSSF department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the NSSF on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the NSSF in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and each of the consultant that submitted a proposal is notified of its technical score.

2.7 Evaluation of Technical Proposal

2.7.1 The evaluation committee appointed by the NSSF shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the *mandatory eligibility criteria, evaluation criteria and post-qualification criteria* as shown in the Appendix to ITC. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

2.8 Public Opening and Evaluation of Financial Proposal

2.8.1 After Technical Proposal evaluation, the NSSF shall notify in writing those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The NSSF shall simultaneously notify in writing the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by electronic mail to the official email address in the technical proposal submission form.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical scores and the proposal prices shall be read aloud and recorded when the Financial Proposals are opened. The NSSF shall prepare minutes of the public opening of financial proposals.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has submitted all the required documentary evidence, has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the technical proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:- $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the

Technical Proposal: P = the weight given to the Financial Proposal; $T + p = 1$) indicated in the Appendix. The combined technical and financial score, S , is calculated as follows:- $S = S_t \times T \% + S_f \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the NSSF” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The NSSF and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the NSSF to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees) with an aim of reducing the financial proposal as submitted.
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the NSSF expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the NSSF will require assurances that the experts will be actually available. The NSSF will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the NSSF and the selected firm will initial the agreed Contract. If negotiations fail, the NSSF will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The NSSF shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the NSSF will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix "A".

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.10.6 To qualify for contract awards, the tenderer shall have the following:

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX A: INFORMATION TO CONSULTANTS (ITC)

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

2.1.1 The name of the Client is: **NATIONAL SOCIAL SECURITY FUND
P.O. BOX 30599 – 00100
NAIROBI.
Tel. 2729911/2832451**

The method of selection is: **Quality and Cost Based Method (QCBS)**

2.1.2 Technical and Financial Proposals shall be prepared separately - **YES**

The name of the consultancy is Corruption Perception Survey Consultancy Services

2.1.2 The principal objective of the consultancy/research assignment is to determine the perceived level of corruption at NSSF in 2018. The findings will form the basis for further improvement actions in the current performance year (2018/2019) and beyond.

The exercise will cover all NSSF 48 Branches, Eleven (11No) sub-branches and the head office.

2.1.3 A pre-proposal conference will be held - **YES**

The Conference will be held on 15th February 2019 at 10.00 am at the Seminar room on 4th Floor, Social Security House, off Bishop's Road, Block "A", Western wing:

2.1.4 The proposal submission address is:

**The Managing Trustee
National Social Security Fund
P.O. Box 30599
NAIROBI.**

And Should be deposited in the Tender Box situated on the 2nd floor, reception area, Block 'A' Western Wing, Social Security House, Bishop Road Nairobi, **on or before 11:00 A.M. local time on 27th February,2019:**

Proposals Ref. Number is **RFP No.10 /2018-2019**

2.1.5 The NSSF will provide the required information and documents.

2.3.3. (i). Association of any form among firms is NOT allowed in this selection process.

2.3.4. (ii). The estimated number of professional staff required for the assignment is: **three (3No)**.

2.3.3. (iv). The minimum required experience of proposed professional staff is: **See terms of reference**

2.3.4. (viii). Additional information in the Technical Proposal includes:

(a) Mandatory Eligibility Criteria:

The consulting firm shall attach copies of the following documents in the *annex of their technical proposal*; failure to provide valid documentary evidence shall lead to disqualification of the consultant proposal at the preliminary examination stage:

- (1) Certificate of incorporation or business registration;
- (2) Copy of CR 12 or Registration Certificate clearly showing the directorship or ownership;
- (3) KRA tax compliance certificate valid as at the date of submission of proposal;
- (4) NSSF compliance certificate valid as at the date of submission of proposal;
- (5) County unified business permit,
- (6) Latest two years audited financial statements (2016 – 2017) duly signed by the auditors and directors.
- (7) Tender security/Bid Bond of KES 100,000.00 from a reputable bank or insurance firm registered by PPRA valid for 120 days from the closing date of the tender.

(b) Evaluation Documentary Evidence

The consulting firm shall submit in the annex of its proposal the following documentary evidence to support the information required in the evaluation criteria; **failure to provide the required evidence shall lead to a score of zero** on the specific criterion under evaluation:

- (1) Contract agreement or purchase orders for surveys each valued at least KES 1.5 million that were successfully completed within the last five years for five large corporate or public sector Clients that best demonstrate the experience in the job;
- (2) Certified copies of academic and professional certificates,

2.4.2. Taxes: **The financial proposal shall be inclusive of all applicable taxes.**

2.5.2 Consultants must submit **original** and **one copy** of each technical and financial proposal

2.5.3 The proposal submission address is: **The Managing Trustee; National Social Security Fund; P.O. Box 30599 – 00100, Nairobi Kenya. Second Floor Block A, Western wing, Social Security House, Nairobi.**

2.5.4 Proposals must be submitted no later than the following date and time: **27th February, 2019 at 11:00 A.M. East African Time.**

2.6.1 The address to send information to the NSSF is: The Procurement Manager; National Social Security Fund; PO Box 30599 Nairobi 00100 Kenya. Ninth Floor Block A, Western wing, Social Security **Tel: 2729911 Ext: 2121; Email: procurement@nssfkenya.co.ke**

2.7.3. **Preliminary Examination:** Each of the submitted and opened proposals shall be examined to determine its compliance with the mandatory eligibility criteria provided in Appendix to ITC 2.3.4. (viii). Any proposal that fails any of the criteria shall be rejected at this stage and shall not be considered further.

Technical Evaluation: The proposals that pass the preliminary examination shall be evaluated using the following criteria, sub-criteria, and point system:

	Criteria and Sub-criteria	Points
(I)	<p>Experience of the Consultant as a <i>firm</i> relevant to the Assignment</p> <p>Attach contract agreements or purchase orders for surveys each valued at least KES 1.5 million that were successfully completed within the last five years for five large corporate or public sector Clients that best demonstrate your experience in the job (each 6 marks)</p>	30
(II)	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference</p> <p>The NSSF will assess whether the proposed methodology is clear, responds to the terms of reference and that the work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts</p> <p>The following sub-criteria shall be applied:</p> <p>(a) Technical approach and methodology: 20</p> <p>(b) Workplan: 5</p> <p>(c) Organisation and staffing: 5</p>	30
(III)	<p>Key Personnel qualifications and competence for the Assignment:</p> <p>(a) Team Leader/Lead Consultant (Total 15 points)</p> <p>(1) Hold a Masters Degree in Business Management from a recognized university, – (8 points).</p> <p>(2) Experience of at least 5 years- (5 points)</p> <p>(3) Detailed CV of the consultant fully signed by both the employee and the employer (2 points. Zero for unsigned CV)</p> <p>(b) Other two consultants (Total 20 points)</p> <p>(1) A first degree in Business Management/Economics/Finance or related field of study – (5 points each)</p>	35

	(2) Experience of at least 3 years of – (3 points each) (3) Detailed CVs of the individual consultants fully signed by both the employee and the employer (2 points each. Zero for unsigned CV)	
(iv)	Business Support Availability of liquid assets - Current Ratio of 1:1 (2 mark) Access to lines of credit (1 Mark) Appointed bankers (1 Mark) Letter of authority for NSSF to seek reference from your bankers (1 Mark)	5
	Total points for the four criteria	100
	The minimum technical score required to pass is: 80%	

2.8.5. The weights given to the Technical and Financial Proposals are: **T=0.80; and P=0.20**

Proposals scoring 80 points and above at the technical evaluation stage will proceed to the financial evaluation stage. Any proposal that fails to achieve the stated points shall be rejected and their financial proposals shall be returned unopened

2.10.2. The assignment is expected to commence on **1 April 2019**.

SECTION III: TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposal

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

1. TECHNICAL PROPOSAL SUBMISSION FORM

[This form should be prepared and submitted using the letterhead of the consulting firm, clearly showing the physical location, address, telephone and email address]

[_____ Date]

To: _____ [Name and address of NSSF]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your
Request for Proposal dated _____ [Date] and our Proposal. We are
hereby submitting our Proposal, which includes this Technical Proposal and a Financial
Proposal sealed under a separate envelope.

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

2. FIRM'S REFERENCES

Using the format below, provide information on each assignment for which your firm as a corporate entity or in association, was legally contracted.

Assignment name:	Approx. value of the contract:
Country:	Duration of assignment (months):
Name of NSSF:	Total Number of staff-months of the assignment:
Contact Address:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	Number of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm: Signatory:	Name and Title of

3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE NSSF.

Consultant comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the NSSF, including administrative support, office space, local transportation, equipment, data, etc.

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the NSSF:

- 1.
- 2.
- 3.
- 4.
- 5.

14. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the NSSF), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key personnel, Non-Key Personnel and relevant technical and administrative support staff.}

5. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ Date: _____
[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Weeks (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Weeks (in the Form of a Bar Chart)												Number of months	
			1	2	3	4	5	6	7	8	9	10	11	12		

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are Weeks from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th	
Activity (Work)													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS

1. FINANCIAL PROPOSAL SUBMISSION FORM

_____ [Date]

To: _____

[Name and address of NSSF]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of consulting services]* in accordance with your Request for Proposal dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*
:
_____ *[Name and Title of Signatory]:*
_____ *[Name of Firm]*
_____ *[Address]*

2. SUMMARY OF COSTS

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		_____

3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____

Names	Position	Input(Staff months, days or hours as appropriate.)	Remuneration Rate	Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				_____

5. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____

6. MISCELLANEOUS EXPENSES

Activity No. _____ Activity Name: _____

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

SECTION V: - TERMS OF REFERENCE

TERMS OF REFERENCE (TOR)

1.0. Background Information

The National social Security Fund (NSSF) was established in 1965 by an Act of Parliament (Cap 258), Laws of Kenya, in order to administer a Provident Fund Scheme for all workers in Kenya. Initially, the Fund operated as a government department under the Ministry of Labour but as its membership grew and its operations become complex, the NSSF Act was amended in 1987 which transformed the Fund into an autonomous State Corporation under a Board of Trustees, constituted by representative of three key stakeholders; Government, employers and workers.

In 2013, the NSSF Act No 45 came into force which transformed NSSF from a Provident Fund to a Pension Scheme to which every Kenyan with an income shall contribute a percentage of his/her gross earnings so as to be guaranteed basic compensation in case of permanent disability, basic assistance to needy dependants in case of death and a monthly life pension upon retirement.

The Act establishes two Funds namely, the Pension Fund and the Provident Fund, to provide for contributions to and payment of benefits out of the Fund

The mandate of NSSF is to provide quality service to all members through timely registration, collection and prudent investment of contributions, and timely payment of benefits when they fall due.

Membership has grown steadily over the years and NSSF continues to work on enhancing its organizational performance improving the quality of services it provides to its members.

Since 2000, the public sector has been involved in several reform initiatives aimed at improving service delivery to the public and improve transparency and accountability. NSSF has not been an exception as it was perceived as a corrupt institution and needed to reform itself. Many public sector agencies have formulated customer service charters, public sector open days and signing of performance contracts. NSSF has also developed a customer service charter and also signed a performance contract which requires undertaking corruption perception surveys.

Against this background, NSSF intends to acquire the services of a qualified consultant to determine the level of corruption and recommend remedial action.

2.0 Objective of the Consultancy

The main objective of the consultancy/research assignment is to determine the perceived level of corruption at NSSF in 2018. The findings will form the basis for further improvement actions in the current performance year (2018/2019) and beyond.

The specific objectives are to:-

- a) Evaluate current NSSF corruption prevention strategies and implementation of past survey recommendations;
- b) Determine the level of ethics, integrity and corruption perception at NSSF;
- c) Identify the extent, type and nature of corrupt practices in NSSF
- d) Identify corruption prone areas and categories of staff
- e) Determine operational structures, procedures/practices that enhance corruption;
- f) Propose recommendations to enhance ethics, integrity and corruption prevention in NSSF.

3.0 Key Corruption Indices

Corruption indices provide an assessment about the scope and the aspects of corruption in public institutions. The Survey output will measure the level of corruption, the magnitude of corruption and service delivery ratings within the institution. To ensure that these measures are captured as required, focus and emphasis will be placed on:

- a) Ethics and Corruption Practices: The survey should be able to establish the kind of corrupt/unethical practices that are taking place in an institutional setting – within its functional and service delivery areas. A clear understanding of the activities and actors/players involved in creating a situation for corrupt practices (the exercising of pressure) and the actual act of corrupt behavior must be generated. This will be based on the anonymous admission of respondents.
- b) Corruption Pressure: This will measure the degree to which the customers are subjected to direct or indirect pressure to engage/participate in corrupt/unethical practices within the institution. It accounts for cases in which the public officer shows they expect corrupt behavior from the customer. This will record cases when a customer is asked for money, gift, or favor in order to have a service provided or problem solved. It measures the level of potential corruption in this institution over a given period of time.
- c) Magnitude of Corruption/Unethical behavior: This will reflect the customer's assessment of the spread of corruption in the institution. The customer's assessment of the spread of corruption reflects the general social environment and prevailing outlook on corruption, as well as the related image of the institution. This will provide the level of corruption in the institution.
- d) Expectation about the Future of Corruption/Un-ethical practices: This will reflect the expectation of the customer/client about the capacity of the institution to curb corruption in the institution. Customer's expectation will reflect the degree of public confidence of public institutions in handling corruption.

4.0 Scope of the Work/TOR

The consultancy services shall include preparation of the study and will cover, but not limited to the following areas:-

- a) Evaluate the effectiveness of corruption prevention strategies
- b) The extent to which previous recommendations have been implemented.
- c) The extent to which the core values of NSSF are being observed.
- d) The extent to which NSSF maintains and observes policies concerning human resource management in general and in particular, recruitment, promotion, training, deployment, reward and sanctions, staff recognition and transfer.
- e) The extent to which procurement and disposal policies and the law are observed including value for money during acquisitions, and disposals.
- f) The rate at which members have to bribe (if at all) in exchange for service.
- g) The extent to which the public perceives NSSF to be corrupt and why?
- h) Document proposed remedies or solutions for improvement actions.
- i) The extent to which NSSF has employed anti-corruption measures and whether or not they are followed or efficient.
- j) An action plan with clear time-lines to implement the recommendations.
- k) Review integrity systems and practices in relation to the following NSSF stakeholders:
 - a) The Board of Trustees, staff members (including senior management, middle management and union staff); across all the divisions, departments, branches and the 5 regions, namely Nairobi, Central/Eastern; Rift Valley, Nyanza/Western and Coast
 - b) NSSF contributors both institutional and individuals across the 5 regions, Nairobi, Central/Eastern, Rift Valley, Nyanza/Western and Coast.
 - c) NSSF suppliers and contractors (including potential suppliers/contactors) in the 5 regions.
 - d) Government agencies and employers
 - e) Other relevant NSSF stakeholders as may be identified.

5.0 The Sample

The study will target all NSSF customers (contributors, employers, claimants, suppliers and tenants/tenant purchase clients, stakeholders and all NSSF employees in all the branches, sub-branches and Headquarters. The sample size shall be representative of the employees in the said branches as shall be agreed during the inception meeting.

6.0 Organization of the Survey

NSSF will commission the survey through a tender award to one consultant who will be responsible for producing the survey report. The Consultant will be facilitated in terms of information and other relevant documents required for the survey exercise. The Manager, Research & Development shall supervise the survey on behalf of the Managing Trustee.

7.0 Methodology

- 7.01 Data collection method will be done through a census whereby all NSSF branches and sub-branches shall be visited. All the staff present on the day of the data collection shall be interviewed.
- 7.02 Both qualitative and quantitative approaches to be employed
- 7.03 A structured questionnaire in soft with pre-coded answers shall be used where applicable to collect information. An interview guide will also be developed.
- 7.04 Questionnaire administration shall be by face to face interviews with employees not lasting more than 30 minutes per interviewee.
- 7.05 The questionnaire shall be administered by the interviewer.
- 7.06 The consultant shall arrange for a one on one interview with key stake holders.
- 7.07 Process of corruption perception measurement:-
 - a) Identify the aspects responsible for corruption Perception.
 - b) Split each aspect into relevant and measurable attributes.
 - c) Sample selection and identification of respondents. Focus group discussion/ brainstorming sessions and observation.
 - d) Use an agreed questionnaire to interview respondents on how to evaluate the company's corruption index.
 - e) Process and analyze data.

8.0 Interviewers Calibre

- i. Consultant/researcher shall employ the services of experienced field interviewers who are rigorously trained on research methodologies and who, for quality control purposes are **preferably all graduates**.
- ii. Prior to data collection exercise; they will undergo a thorough in – house briefing to ensure they achieve the data quality necessary for this survey.

9.0 Quality Standards

- a. Consultant/researcher shall demonstrate commitment to maintaining very high quality in field work through:-
 - i. Deployment of a supervisor in each of the five regions of the Fund to oversee data collection from the branches/sub branches and data collection points.
 - ii. A supervisor will check 100% of all data entry.

- b. Consultant/ researcher to demonstrate commitment to overcome cultural/ behavioral issues through:-
 - i. Assurance to respondents of confidentiality of the answers they give.
 - ii. Assurance to respondents that the interviewers are working for an independent research organization and not part of NSSF.

- c. The consultant shall possess the following minimum qualifications:
 1. Be compliant with the provisions of NSSF, NHIF and Kenya Revenue Authority.
 2. Be paid at the completion of assignment in accordance to the contract agreement.
 3. Exhibit proof of competence i.e. experience, technical know-how and personnel, clientele in similar assignments. These include:
 - A post graduate degree in business, social sciences, law or any other relevant field;
 - A minimum of five (5) years' experience in conducting relevant research in governance (including institutional assessment, anti-corruption and good governance);
 - Familiarity with policy and legislative reform and formulation processes in Kenya;
 - Strong communication skills (oral, written and presentation skills among others).

10.0 Data Analysis

a) Qualitative

Data shall be analyzed and presented interpretatively. Reference should be made from available secondary data sources relevant to this survey

b) Quantitative

- I. Data shall be entered using SPSS.
- II. Statistical analysis shall be carried out using the same software to come up with findings guided by the terms of reference and objectives of the survey.

11.0 Report Format

- a) The reports shall provide NSSF with a corruption perception index and shall be issued to NSSF in MS Word both in soft and hard copies.
- b) The Senior Management of NSSF shall receive an aggregated score comprised of each variables. The report shall clearly indicate which corruption perception elements are driving the total score or index.

12.0 Confidentiality

The information collected and the resulting findings shall be the property of NSSF and shall not be divulged to any third party without express permission of the organization.

13.0 Timing

The survey is expected to take six weeks to be completed. The effective starting date being the one on the award letter.

14.0 Deliverables

The deliverables for the assignment will include:

- a) An Inception report which will include among other things:
 - I. Identified respondents to be surveyed and the service delivery responsibilities of NSSF and the consultant.
 - II. Description of the methodology and tools to be used in carrying out the survey including sample size and questionnaires.
 - III. A detailed time bound work plan for carrying out the survey, identifying the roles to be carried out by different consultant's staff and the different phases of the study.
- b) A draft report which will include:
 - I. The survey results.
 - II. An implementation programme to improve on the level of corruption in the organization
- c) The final report is expected to:
 - a. Be a corruption perception survey report for financial year 2018/2019 detailing corruption prone areas, proposed remedies or solutions, corruption index and an action plan for the next 12 months among others.
 - b. The report will be presented to the senior Management for validation thereafter, the consultant will present it to the Board of trustees.
 - c. The consultant will submit **40** printed hard copies properly bound (book style), in colour whilst the soft copy will be submitted in MS Word on a CD ROM.

15.0 Terms of Payment

One lump sum payment shall be made after completion of the assignment and upon submission of the relevant reports and certified invoice.

SECTION VI: FORMS OF CONTRACT

STANDARD FORM OF CONTRACT

FOR

CONSULTING SERVICES

(LUMP- SUM PAYMENT)

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CONTRACT FOR CONSULTANT'S SERVICES

Between

[name of the NSSF]

AND

[name of the Consultant]

Dated: _____*[date]*

(iv)

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____ day of the month of _____ [month], [year], between _____, [name of NSSF] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "NSSF") of the one part AND _____ [name of consultant] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the NSSF has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the NSSF that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the NSSF

(v)

2. The mutual rights and obligations of the NSSF and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the NSSF shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *name of NSSF*

[full name of NSSF's authorized representative] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

[full name of Consultant's authorized representative] _____

[title] _____

[signature] _____

[date] _____

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the NSSF under this Contract;
- (i) “Party” means the NSSF or the Consultant, as the case may be and “Parties” means both of them;

(vii)

- (j) “Personnel” means persons hired by the Consultant or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

1.2 Law Governing the Contract This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the NSSF may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the NSSF or the Consultant may be taken or executed by the officials specified in the SC.

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- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means

an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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2.5.3 Extension Of Time *Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.*

2.5.4 Payments During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the NSSF The NSSF may terminate this Contract by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the NSSF may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the NSSF, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in Contract execution.

(x)

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the NSSF, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the NSSF of the benefits of free and open competition.

- (e) if the NSSF in his sole discretion decides to terminate this Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the NSSF, such notice to be given after the occurrence of any of the following events;

- (a) if the NSSF fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the NSSF shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser

to the NSSF and shall at all times support and safeguard the NSSF's legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant Not to Benefit from Commissions, Discounts, Etc.

- (i) The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the NSSF on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the NSSF on the procurement of goods, works or services, the Consultant will comply with any applicable

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procurement guidelines and shall at all times exercise such responsibility in the best interest of the NSSF. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the NSSF.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Subconsultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

- Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

- (b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the NSSF's business or operations without the prior written consent of the NSSF.

3.4 Insurance to be Taken Out by the Consultant The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the NSSF, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the NSSF's request, shall provide evidence to the NSSF showing that such insurance has been taken out and maintained and that the current premiums have been paid.

(xiii)

3.5 Consultant's Actions Requiring NSSF's Prior Approval The Consultant shall obtain the NSSF's prior approval in writing before taking any of the following actions;

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").

3.6 Reporting Obligations The Consultants shall submit to the NSSF the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be the Property of the NSSF All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the NSSF and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the NSSF together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the NSSF.

4.2 Removal and/or Replacement Of Personnel (a) Except as the NSSF may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(xiv)

(b) If the NSSF finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the NSSF has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the NSSF's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the NSSF.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE NSSF

5.1 Assistance and Exemptions The NSSF shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The NSSF shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the
- (xv)**
- Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the NSSF specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the NSSF has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

(xvi)

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

Amendments of and Supplements to Clauses in the General Conditions of Contract

1.1(i) The Member in Charge is _____ [name of Member]

1.4 The addresses are:

NSSF: _____

Attention: _____

Telephone: _____

Telex; _____

Facsimile: _____

Consultant: _____

Attention: _____

Telephone; _____

Telex: _____

Facsimile: _____

1.6 The Authorized Representatives are:

For the NSSF: _____

For the Consultant: _____

2.1 The date on which this Contract shall come into effect is (_____) [date].

Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by NSSF of bank guarantee

2.2 The date for the commencement of Services is _____ [date]

2.3 The period shall be _____ [length of time].

Note: Fill in the period, eg, twenty-four (24) months or such other period as the Parties may agree in writing.

(xviii)

3.4.1 The risks and coverage shall be:

(i) Professional Liability: KES 2 million

(ii) Loss of or damage to equipment and property: KES 5 million

6.2(a) The amount in foreign currency or currencies is_____ *[Insert amount]*.

6.2(b) The amount in local Currency is_____ *[Insert amount]*

6.4 Payments shall be made according to the following schedule:

Note: (a) *This sample Clause should be specifically drafted for each Contract and the following installments are indicative only;* (b) *if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency;* and (c) *if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump-sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*

- Twenty (20) percent of the lump-sum amount shall be paid upon submission of the Inception report.
- Forty (40) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Forty (40) percent of the lump-sum amount shall be paid upon approval of the final report.

(xix)

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by NSSF, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

(xx)

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE NSSF

LIST OF APPENDICES

Appendix A: Terms of Reference and Scope of Services

Appendix B: Consultant’s Personnel

Appendix C: Consultant’s Reporting Obligations

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary